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FILED  
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RICHARD W. WIEKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

CV 08

2091

SLM

UNITED STATES OF AMERICA,

Case No.

Plaintiff,

v.

COMPLAINT

(Student Loan\Debt Collection Case)

CHRISTOPHE HOLGUIN aka CHRISTOPHER C. HOLGUIN aka CHRISTOPHER  
HOLGUIN,

Defendant(s).

Plaintiff, through its attorney, alleges:

1. Jurisdiction: The Court has jurisdiction of this action under 28 U.S.C. Section 1345.

2. Defendant resides in the Northern District of California.

3. Defendant owes plaintiff \$1,105.20, plus additional interest according to the Certificate of Indebtedness, a copy of which is annexed hereto as Exhibit A.

WHEREFORE, plaintiff demands judgment against defendant for the sum of \$1,105.20, additional interest to the date of judgment, attorney's fees in the amount of 33.33% of the debt, and court costs.

Date: April 18, 2008

  
LAW OFFICE OF MICHAEL COSENTINO  
By: MICHAEL COSENTINO  
Attorney for the Plaintiff  
United States of America

U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA

**CERTIFICATE OF INDEBTEDNESS #1 OF 1**

Christophe Holguin  
aka: Christopher C. Holguin  
Christopher Holguin  
655 Montgomery Street  
San Francisco, CA 94111  
Account # 15324

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 04/02/07.

On or about 09/16/92, the borrower executed promissory note(s) to secure loan(s) of \$2,625.00, from Great Western (Fresno, CA) at a variable rate of interest to be established annually by the Department of Education. This loan obligation was guaranteed by California Student Aid Commission and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et. seq. (34 CFR Part 682). The holder demanded payment according to the terms of the note(s), and credited \$0.00 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on 08/14/94, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$2,778.64 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 CFR 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 01/08/03, assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower now owes the United States the following:

Principal	\$1,105.20
Interest:	\$386.74
 Total debt as of 04/02/07:	 \$1,491.94

Interest accrues on the principal shown here at the current rate of 7.94 percent and a daily rate of \$.24 through June 30, 2007, and thereafter at such rate as the Department establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. 1077a.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 4/28/07

Name: Delfin M. Reyes  
Loan Analyst  
Litigation

**Delfin M. Reyes**  
**Loan Analyst**

**EXHIBIT A**